

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement") is entered into by and between the State Of Connecticut (the "Licensor"), acting herein by Raeanne V. Curtis, its Department of Public Works Commissioner, with an address of 165 Capitol Avenue, Hartford, Connecticut, 06106, pursuant to the provisions of the Connecticut General Statutes Section 4b-38, as revised, and All Souls Unitarian Universalist Congregation (the "Licensee"), a Connecticut religious society, with a principal place of business at 19 Jay Street, New London, Connecticut, acting herein by Jan Larson, its President, duly authorized.

WHEREAS, the Licensor owns that certain real property located at 70 Huntington Street, New London, Connecticut (the "Property"); and

WHEREAS, the Licensee currently uses and desires to continue its use of a portion of the Property known as the "ungated parking lot" for congregant parking.

NOW, THEREFORE, for good and valuable consideration and the mutual promises contained herein, the parties hereto agree as follows:

1. License. The Licensor hereby grants to the Licensee a license to use seventy (70) spaces in the ungated parking lot as shown on Exhibit A attached hereto and made a part hereof (the "License Area") for churchgoers on Sunday mornings during normal hours for services. The Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind or extent whatsoever in the Property.
2. Term.
 - a. The term of this Agreement shall be for five (5) years (the "Initial Term") and will commence upon approval of this agreement by the Attorney General. Notwithstanding the foregoing, either the Licensor or the Licensee may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party, without cause or penalty.
 - b. Provided the Licensee is not in default of the terms and conditions of this Agreement, the Licensee may, on or before the expiration of the Initial Term, with ninety (90) days advance written notice to the Licensor and the approval of the State Properties Review Board, extend, or renew this License for an additional five (5) year term (the "Renewal Term"), on the same terms and conditions set forth herein.
3. Consideration. In consideration of the license granted by this Agreement, the Licensee shall pay the Licensor \$1.00 for the Initial Term, in advance. Checks in payment of the rent shall be made payable to the order of the Treasurer, State of Connecticut and sent to the Judicial Branch, Budget and Planning, 90 Washington Street, 4th Floor, Hartford, Connecticut 06106. In the event this Agreement is extended, Licensee shall pay the amount of \$1.00 for the Renewal Term, in advance.

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4. Use.

a. The Licensee shall use the License Area solely for congregant parking during church services on Sunday morning.

b. The Licensee shall comply with all applicable Federal, State and local, laws, rules, regulations and ordinances, now or hereafter made with respect to the Property, and the Licensee shall hold the Licensor harmless from any fines, penalties or costs for violation of or noncompliance with the same.

c. No dangerous explosives shall be permitted to be brought onto the Property and no such explosives shall be stored or used on the Property.

d. The Licensee agrees that its use of the Property shall be subject and subordinate to any rules or regulations promulgated by the Licensor from time to time concerning the Property, whether or not attached to this Agreement.

e. The Licensee shall be responsible for the costs of all repairs, replacements, deterioration or damages to the Property and the improvements thereon occasioned by acts or omissions of the Licensee, the Licensee's officers, agents, or employees. The Licensee shall pay the Licensor's costs for making such repairs or replacements on demand.

f. The Licensee shall not install any equipment or fixtures or make any alterations to the Property.

g. The Licensor shall make repairs in the License Area where it borders the Licensee's property, including but not limited to repairing the fence, landscaping, and access to the court property. Repairs shall be made at Licensor's sole discretion and determination as to necessity.

5. Indemnification.

a. At all times during the term of this Agreement, the Licensee shall indemnify, defend and hold harmless the Licensor and its successors and assigns from and against all (a) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmature, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising in connection with this Agreement out of acts of commission or omission (collectively, the "Acts") by the Licensee or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any person or entity with whom the Licensee is in privity of oral or written contract (collectively, "Licensee Parties"); (b) liabilities arising in connection with this Agreement out of the Licensee's or Licensee Parties' Acts concerning its or their duties and obligations as set forth in this Agreement; and (c) damages, losses, costs and expenses, investigative costs and attorneys' and other

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professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damage. The Licensee shall reimburse the Licensors, for any and all damage to the real or personal property of the Licensors caused by the Acts of the Licensee or any Licensee Parties. In case any Claim is brought against Licensors, its officers, agents and employees, by reason of any of the Licensee's or Licensee Parties' Acts, the Licensee shall, at the Licensee's expense, resist and defend such Claim, or cause the same to be resisted or defended, by retained competent counsel acceptable to the Licensors. The Licensee shall cause such counsel to defend any Claim vigorously and at no cost or expense to the Licensors, but may not hold itself out as Licensors' counsel. The provisions of this Section shall survive the expiration of this Agreement, and shall not be limited by reason of any insurance coverage.

b. The Licensors shall not be responsible for any damage, loss or theft of the property of the Licensee or its employees in connection with their use of the Property. Additionally, the Licensors shall not be liable to any person for any loss, damage to property, bodily injury or death arising from the Licensee's negligence, actions or inactions, or that of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any persons or entity with whom the Licensee is in privity or oral or written contract.

6 Insurance. Licensee shall carry Auto Liability Coverage – Combined Single Limit insurance in the amount of \$1 Million dollars. Licensee shall carry Commercial General Liability insurance in the amount of \$1 Million dollars and shall name Licensors an additional insured.

7 Non-Assignable. Licensee agrees that the license granted hereby is personal to Licensee and shall not inure to the benefit to Licensee's successors and assigns. Licensee may not assign this Agreement in whole or in part, and any attempted assignment shall be null and void.

8 Miscellaneous.

a. All notices required under this Agreement shall be in writing and shall be transmitted by certified mail, return receipt requested (postage prepaid) to the Licensee at the address referenced above, and to the Licensors as follows: Commissioner of Public Works Department of Public Works, State Office Building, 165 Capitol Avenue, Hartford, CT 06106, with a copy to the Department Of Public Works Leasing and Property Transfer Unit, State Office Building, 165 Capitol Avenue, Room G-1, Hartford, CT 06106.

b. This Agreement shall be governed in accordance with the laws of the State of Connecticut, without regard to its conflicts of laws provisions.

c. This Agreement, whatever the circumstances, shall not be binding on the Licensors unless and until approved by the Attorney General of the State of Connecticut and delivered to the Licensee.

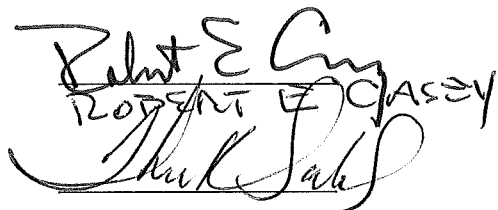

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- d. This Agreement may not be modified except in writing signed by both the Licensors and Licensee. Any modification of this Agreement or additional obligation assumed by either of the Licensors or the Licensee in connection with this Agreement shall be binding only if evidenced in a writing signed by the Licensors and the Licensee or an authorized representative of the Licensors or the Licensee, and approved by the Attorney General of the State of Connecticut.
- e. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the Licensors of any rights or defenses of sovereign immunity with respect to this Agreement. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern.
- f. The Licensee shall not record this Agreement on the City of New London Land Records.
- g. The failure of the Licensors to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- h. The Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Licensee's request, the Licensors shall provide a copy of these orders to the Licensee. The Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- i. The Agreement is subject to the non-discrimination provisions attached hereto Exhibit B and made a part hereof.
- j. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C attached hereto.


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IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as set forth below.

Signed in the presence of:


ROBERT E. CASEY

Terry K. Swales


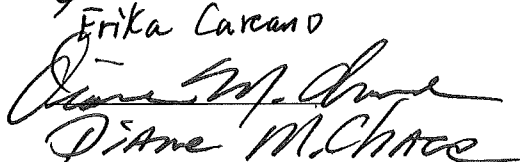
All Souls Unitarian Universalist Congregation

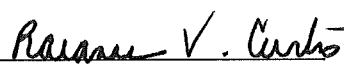
By 
Jan Larson
Its President
Duly Authorized

Date signed: 10-10-08

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

Signed in the presence of:


Erika Carcano

Diane M. Chace

By 
Raeanne V. Curtis
Commissioner of Public Works
Duly Authorized

Date signed: 3-27-09

STATE OF

CT

COUNTY OF

New London

ss: New London

On this the 10 day of October, 2008, before me, the undersigned officer, personally appeared Jan Larson, President of All Souls Unitarian Universalist Congregation, and as such President, executed the foregoing Agreement as his/her free act and deed and the free act and deed of said All Souls Unitarian Universalist Congregation.

In witness whereof I hereunto set my hand.

Nancy M. Potter

Commissioner of the Superior Court
Notary Public
My Commission Expires:

NANCY M. POTTER
NOTARY PUBLIC
MY COMMISSION EXPIRES
DECEMBER 31, 2010

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss: Hartford

On this the 27th day of March, 2008, before me, the undersigned officer, personally appeared Raeanne V. Curtis, Commissioner of the Department of Public Works, State of Connecticut, known to me to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity as therein stated and for the purposes therein contained.

In Witness Whereof I hereunto set my hand.

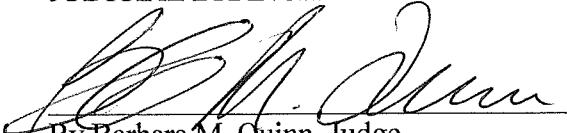
Diane M. Chace

~~Commissioner of the Superior Court~~
Notary Public
My Commission Expires:

DIANE M. CHACE
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 31, 2009

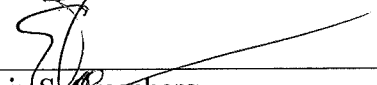
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Accepted:
JUDICIAL BRANCH


By Barbara M. Quinn, Judge
Its Chief Court Administrator

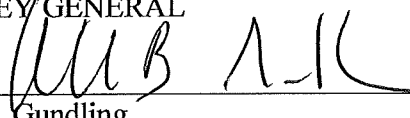
Date signed: 12/18/08

Approved:
STATE PROPERTIES REVIEW BOARD

By: 
Edwin S. Greenberg
Its Chairman

Date signed: 4/16/09

Approved:
ATTORNEY GENERAL

By: 
William B. Gundling
Its Associate Attorney General

Date signed: 4/24/09


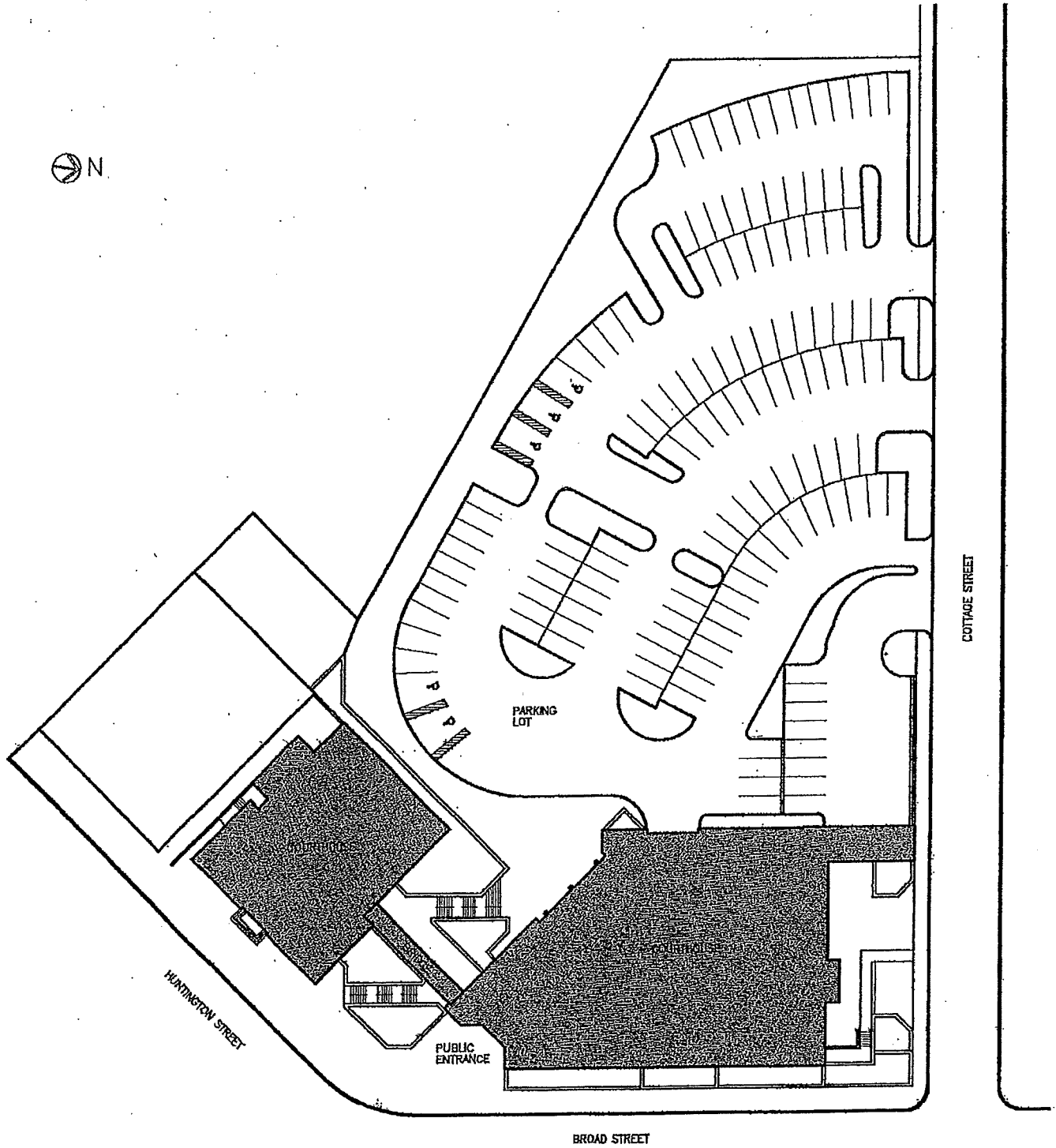

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Exhibit A



STATE OF CONNECTICUT
JUDICIAL BRANCH
90 WASHINGTON STREET
HARTFORD, CT 06106

SITE PLAN
NOT TO SCALE

NEW LONDON JD COURTHOUSE
70 HUNTINGTON STREET
NEW LONDON, CT

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EXHIBIT B

NON-DISCRIMINATION PROVISIONS

References in this Article to "contract" shall mean this lease and references to "contractor" shall mean the LESSOR. The following section is inserted in this contract in connection with subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under the this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the contractor which relate to this provisions of this section and Section 46a-56. The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(2) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the terms of this contract and any amendments thereto.

The following section is inserted in this contract in connection with subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of

persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Sections 46-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

For purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission

may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Section 46a-56; provided, if such a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

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EXHIBIT C

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined below*):

Campaign Contribution and Solicitation Ban

No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

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Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or

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unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling

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contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.